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purpose of showing the understanding of the parties of its terms. *Drinkhouse v. Surette*, 83 Mass., 443. So where there is a mistake in a contract and the true intentions of the parties are not expressed. *Howland v. Blake*, 97 U. S., 624. And it is admissible to explain the meaning as well as their mutual acts, where there is an ambiguity. *Bates v. Dehaven*, 10 Ind., 319. As well as to show the remainder of a contract, which the writings executed by the parties on their face, show not to have been fully expressed therein. *Miller v. Goodrich*, 53 Mo. App., 430. But these contentions must be proved to the exclusion of every reasonable doubt. *Howland v. Blake*, *supra*; *Goldborough v. Ringbold*, 1 Md. Ch. D., 239.

HOMICIDE—PREVENTING ESCAPE OF PRISONER—ARREST FOR MISDEMEANOR.—*LEWIS v. COMMONWEALTH*, 131 SOUTHWESTERN REPORTER, 517.—*Held*, that a police officer has no right to shoot one arrested for a misdemeanor to prevent his escape.

In general a police officer has no right to do great bodily harm to or take the life of a person arrested for a misdemeanor to prevent his escape. *Head v. Martin*, 85 Ky., 480. Such is the case even if the officer has knowledge of the desperate character of the prisoner, although such circumstances may form a question of fact for the jury. *Commonwealth v. Rhoads*, 23 Pa. Super. Ct., 512. Because the officer is never required to retreat, and may meet force with force, in order to subdue the efforts of the prisoner to escape. *Smith v. State*, 59 Ark., 132; *State v. Garrett*, 60 N. C., 144. The officer may use a deadly weapon and even take the life of the prisoner, if such action is necessary in self-defense to save his own life. *Smith v. State*, 59 Ark., 132. But in any case the officer must be careful not to exceed the reasonable necessity of the case. *Dilger v. Commonwealth*, 88 Ky., 550, 560; *Commonwealth v. Max*, 8 Phila., 422. Some few cases hold that an officer can use violence and even take the life of a prisoner arrested for a misdemeanor, if necessary not only for his own protection but to effect his purpose of preventing an escape. *State v. Dierberger*, 96 Mo., 666. And it has been held that flagrant misdemeanors, as in case of riots or dangerous wounds, may justify the killing of the prisoner to prevent his escape, for the presumption is very great that the offense will turn out to be a felony. *State v. McNally*, 87 Mo., 644.

HUSBAND AND WIFE—WIFE'S SEPARATE ESTATE—CONTRACTS ENFORCEABLE—ASSENT OF HUSBAND.—*BUSHNELL v. BERTOLETT*, 69 S. E. 610 (N. C.). *Held*, that where a married woman signed a contract for a lot of apple trees, and after accepting and paying for a part, refuses to accept and pay for the remainder, the contract is not enforceable against her separate estate. *Clark, C. J., dissenting*.

At common law the contracts of a married woman were absolutely void. *Prentiss v. Paisley*, 25 Fla., 927; *Condon v. Barr*, 49 N. J. L., 53. And, independant of statute, her contracts do not personally bind her, even in equity. *Butler v. Buckingham*, 5 Day (Conn.), 492; *Davis v. Smith*,